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Assessor's Parcel Number: 1320-35-002-032

Recording Requested By:

Name: Kenneth C Haselden

✓ Address: 1735 Sunset Ct

City/State/Zip Gardnerville, NV 89410

Real Property Transfer Tax:

DOC # **0759503**
03/02/2010 02:31 PM Deputy: SG

OFFICIAL RECORD
Requested By:
KENNETH C HASELDEN

Douglas County - NV
Karen Ellison - Recorder
Page: 1 of 5 Fee: 18.00
BK-0310 PG-0434 RPTT: 0.00



\$ #07

FIRST AMENDMENT to The Kenneth Crane
Haselden TRUST agreement dated 11/2/2006
(Title of Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2. (Additional recording fee applies)

This cover page must be typed or legibly hand printed.

**FIRST AMENDMENT TO
THE KENNETH CRANE HASELDEN TRUST AGREEMENT
DATED 11/2/06**

On November 2, 2006, KENNETH CRANE HASELDEN, hereinafter referred to as Grantor, together with the successor trustees designated in THE KENNETH CRANE HASELDEN TRUST AGREEMENT, designated as Trustees, executed THE KENNETH CRANE HASELDEN TRUST AGREEMENT (hereinafter sometimes referred to as "the Trust Agreement").

Grantor, as Grantor and as Trustee, pursuant to paragraph 11.2 of Article XI of the Trust Agreement, hereby amends Article III of THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06, to read as follows:

**ARTICLE III
DESIGNATION OF TRUSTEES**

3.1 Initial Trustees. KENNETH CRANE HASELDEN and TAMARA NIKOLAYEVNA HASELDEN shall serve as initial Trustees of all trusts created by, or to be created in accordance with, this Trust Agreement. In the event either KENNETH CRANE HASELDEN or TAMARA NIKOLAYEVNA HASELDEN shall resign or otherwise become unable to act as Trustee, then the other shall serve alone as Trustee of all trusts provided for in this Trust Agreement.

3.2 Successor Trustees. Successor Trustees shall be appointed as follows:

A. Both KENNETH CRANE HASELDEN and TAMARA NIKOLAYEVNA HASELDEN Unable to Act. In the event both KENNETH CRANE HASELDEN and TAMARA NIKOLAYEVNA HASELDEN shall resign or otherwise become unable to act as Trustee, then KENT JAMES HASELDEN and LISA CRANE HASELDEN HENSON shall be appointed as successor Trustees of all trusts provided for in this Trust Agreement. If either KENT JAMES HASELDEN or LISA CRANE HASELDEN HENSON shall resign or otherwise become unable to act as a successor Trustee, then ALEXANDER CRANE HASELDEN shall be appointed with the remaining Trustee, together to serve as successor Co-Trustees of all trusts provided for in this Trust Agreement. If either of these Co-Trustees shall resign or otherwise become unable to act as a successor Co-Trustee, then the other shall serve alone as successor Trustee of all trusts provided for in this Trust Agreement.

B. All Named Trustees Unable to Act. In the event all Trustees named in this Trust Agreement shall resign or otherwise be unable to act hereunder, the last surviving named Trustee to resign or otherwise become unable to so act shall appoint a successor Trustee. In the event such last surviving named Trustee fails or is unable to make

such an appointment, the beneficiaries under this Trust shall secure the appointment of a successor Trustee or Trustees by a court of competent jurisdiction, at the expense of this Trust, which expense shall be borne proportionately by the respective trusts and shares then constituted.

C. Incapacity of Trustee. Whenever two licensed, practicing medical doctors who are not related by blood or marriage to the Grantor or to any beneficiary or trustee of this trust certify in writing that a person serving as trustee cannot discharge the duties of trustee because of mental or physical infirmity and the certificates are personally served upon that person, then the office of that person shall be deemed vacated and the alternate trustee provisions under paragraphs A and B of this Section 3.2 shall apply. However, if after receipt of the certificates, the trustee alleged to be incompetent gives written notice to the person causing the certificates to be issued that he or she disagrees with the doctors, then the trustee shall continue in office unless he or she resigns or is removed by a court of competent jurisdiction. If a trustee has been removed and, at a later date, the removed trustee regains competency and can evidence said competency with written affidavits from two licensed, practicing medical doctors who are not related by blood or marriage to the Grantor or to any beneficiary or trustee of this trust, and serves said affidavits upon the acting trustees, the removed trustee shall replace the acting trustee(s) and resume duties as trustee hereunder. Anyone dealing with the trust may rely upon written medical certificates, or a photocopy of them, presented by the successor trustee(s), or original trustee(s), and shall incur no liability to any beneficiary for any dealings by that person with any designated trustee(s) or successor trustee(s), provided that his or her reliance on said certificates is exercised in good faith. This provision is inserted in this document to encourage third parties to deal with any trustee or successor trustee(s) without the need for court proceedings.

D. Acceptance. Each individual or corporation becoming a successor Trustee under this Trust, or any of the other trusts created herein, shall accept the office of Trustee in writing. Acceptance shall take effect immediately upon delivery of such written acceptance to Grantor, during his or her lifetime and, thereafter, to any Trustee hereunder; if, for any reason, there shall be no Trustee then serving, to any beneficiary hereunder, without the necessity of any other act, instrument, conveyance or means of transfer.

3.3 Trust Decisions. Whenever more than two (2) Trustees are in office, a majority of the Trustees, whether individual or corporate, shall have the power to make any decision, undertake any action, or execute any documents affecting this Trust or any separate trusts and shares created herein; in the event there are two (2) Trustees in office, they must act unanimously. If there is only one (1) Trustee in office, the decision of the sole Trustee shall be binding.

Additionally, Grantor, as Grantor and as Trustee, pursuant to paragraph 11.2 of Article XI of the Trust Agreement, hereby amends Article VIII of THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06, to read as follows:

**ARTICLE VIII
RESIDENCE OF GRANTOR**

8.1 Possession and Use. As long as Grantor or Grantor's wife, TAMARA NIKOLAYEVNA HASELDEN, is living and any residence of Grantor and TAMARA NIKOLAYEVNA HASELDEN, whether it be on land or water, or any portion thereof, is included in the principal of this Trust, Grantor and TAMARA NIKOLAYEVNA HASELDEN shall have the right to possess and occupy such residence without any obligation to pay rent or otherwise account to Trustees for the use of the residence. Any Trustees or co-Trustees shall be responsible for the maintenance, care and protection of such residence including without limitation all property taxes and assessments, all principal and interest payments falling due on any deed of trust or mortgage which shall be a lien on such residence, all premiums for insurance thereon, all costs of repairs and replacements to said residence and household appliances therein and expenses of any gardener and the maintenance of dock, grounds and shrubbery. All payments made by Trustees shall be charged to the net income of this Trust and the amount thereof in excess shall be charged to principal.

8.2 Release of Liability. Trustees shall not be personally responsible for the repair, maintenance, care or protection of the residence of Grantor while Grantor or TAMARA NIKOLAYEVNA HASELDEN is living and possesses and occupies the residence. Trustees shall be authorized (but not obligated) to carry liability, casualty or other types of insurance with the respect to the residence of Grantor in such amounts as Trustees deem necessary. Trustees shall be indemnified and held harmless from any loss, liability or expense which may result directly or indirectly from the possession and occupancy of such residence by Grantor or TAMARA NIKOLAYEVNA HASELDEN.

Except for the specific changes made in this FIRST AMENDMENT TO THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06, all other parts of THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned Grantor and Trustees have executed this FIRST AMENDMENT TO THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06, in Minden, Nevada, this 1st day of December, 2006.


KENNETH CRANE HASELDEN, Grantor

TRUSTEES' CERTIFICATE

STATE OF NEVADA)
) SS.
COUNTY OF DOUGLAS)

We, the undersigned, certify and swear under penalty of perjury that we have read this First Amendment to THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06, and such amendment correctly states the terms and conditions under which the trust estate is to be held, managed, and disposed of by us and our successors as trustees. We approve THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated 11/2/06, in all particulars, as amended by the First Amendment to THE KENNETH CRANE HASELDEN TRUST AGREEMENT dated this 1st day of December, 2006, and as the Trustees named in this FIRST AMENDMENT to the said Trust Agreement, we approve and accept the trust as provided for in this agreement, as amended.

TRUSTEES

Kenneth Crane Haselden

KENNETH CRANE HASELDEN

Tamara Nikolayevna Haselden

TAMARA NIKOLAYEVNA HASELDEN

SIGNED AND SWORN TO (or affirmed)
before me on December 1, 2006,
by KENNETH CRANE HASELDEN and
TAMARA NIKOLAYEVNA HASELDEN.

Mary E. Baldecchi

Notary Public

